

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: William Samse
Firm Name: Ø
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Email: wsamse1@concentric.net

2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☐ Neutral Evaluation ☒ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
<u>1963 - 66</u>	<u>U.C. Berkeley BOALT HALL</u>	<u>JD/UB</u>

4. LEGAL EXPERIENCE: State Bar No. 39364 Date Admitted: 12/66

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: N/A

C. Are you actively engaged in the practice of law at this time? ☐ Yes ☒ No *MEDIATION only **
If not, are you retired from practice? ☒ Date retired: 1/1/97

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? ☐ Yes ☒ No

Approximately what percentage of your practice involves litigation? _____%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs _____%; of defendants _____%?

F. How many of the following have you personally handled as attorney of record in the past 10 years? Jury Trials 5; Court Trials 1; Mediations 25; Arbitrations 25;

G. Describe any legal publications or teaching you have done: JUVENILE LAW HANDBOOK 1986, Teacher WEST Contra Costa School DISTRICT 2001 - present.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Family Mediation	S.F.K. University	30	6/97
Advanced Mediation	Conflict Solvers/NASD	20	10/00
Community "	Foothill College	50	2/01

- A. Number of years experience as: mediator 10; arbitrator 25; neutral evaluator ____;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Alameda County ADR.

- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: _____

Ca. Dept of Insurance 2000-2002
Berkeley Dispute Resolution - 2000-2003

- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. PERSONAL INJURY 6/01 Sole;
2. Landlord/Tenant 6/02 Sole;
3. Commercial Property 9/02 Sole;
4. Family 9/02 Sole;
5. PERSONAL INJURY 8/02 Sole;

- E. Is your ADR style best described as ☒ facilitative or ☒ evaluative/directive? Use both

- F. Describe any ADR-related publications or training you have done: _____

West Contra Costa School District

- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$50 - \$150 per hour

6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:

Spanish

- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

Peace Corps India / Teacher West Contra Costa

- C. You are available to conduct ADR conferences: ☒ in your office; ☒ at counsel's office; ____ other (please describe: _____)

- D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☒ evenings by appointment; ____ weekends by prior arrangement;

- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: _____

10 Briefs

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	3		X		
Civil Rights	5		X		
Collections					
Construction			X		
Contracts					
Elder law/abuse					
Employment					
-Discrimination	4		X		
-Harassment	4		X		
-Termination	4		X		
Environmental					
Fraud					
False Imprison.					
Family Law	16		X		
HO Ass'n					
Insurance Cov.	2		X		
Intellect. Property					
Landlord-Tenant	10		X		
Legal Malpractice					
Maritime					
Med Malpractice	3		X		
Partnership					
P.I. – Auto	20	X	X		
P.I. – Other	10	X	X		
Premises Liability	5	X	X		
Probate/Trust					
Product Liab.	5		X		
Real Property	5		X		
Securities	5		X		
Tax					
Toxic Torts					
Wrongful Death	5		X		
Other:					

AGREEMENT TO MEDIATE

This agreement is made by _____ and _____
hereinafter referred to as clients, and _____
hereinafter referred to as mediator.

This agreement is made between clients and mediator out of the desire on the part of the clients to reach a settlement with regard to issues involved in dissolving their marriage or long term relationship. The signing of this agreement by the clients is their representation that each of them has been explained the purposes and objectives of mediation, the principles upon which it operates and is an expression of their intention to be honest, fair and equitable throughout the mediation process. In consideration of the terms of this agreement clients agree as follows:

1. Mediation shall be conducted by _____ Clients consent to submitting all disputed issues surrounding their divorce or relationship dissolution to mediator for resolution. It is understood that mediator is not a judicial officer of the State and is not acting as a representative for either client involved in the mediation process and therefore is not providing any protection for one side or the other. Mediator will not represent either client as a counselor or advocate or in any other manner undertake to represent either client in a legal proceeding.

2. In the event that mediator makes any statement concerning the law (s) affecting the controversy being mediated, clients understand that such statement is not advice given with their individual interests in mind and they are hereby advised to seek independent counsel to so advise them.

3. The fee of the mediator shall be _____ per hour. This rate will apply to time spent with the clients in mediation reviewing submitted documents, researching any matters for which research is appropriate, preparing for mediation sessions and preparing the Memoranda of Understanding as well as any other documents related to and/or required by this mediation. Clients will be charged at the normal rate per hour for canceled or missed sessions unless notice of cancellation is received 48 hours prior to the scheduled meeting. Payment shall be made at the time of each meeting. The clients agree to share the fees of this mediation in the following manner:

4. If it appears necessary during the mediation to engage the services of experts with respect to tax matters, valuations of property or other matters that may seem appropriate, clients and mediator will discuss the necessity and nature of the services to be performed by such experts. Obtaining those services and paying for them will be the responsibility of the clients.

5. The mediation process is based upon good faith negotiations between the clients. Therefore it is agreed that there will be full and complete disclosure of all information and presentation of all documents to allow both parties to make informed decision regarding all aspects of the negotiation, including, but not limited to, financial statements, budgets, income tax returns, appraisals, etc.. Clients understand that full and complete disclosure is also necessary as a matter of law. All such information shall be disclosed and made available to mediator and each client upon the request of mediator.

6. In order to maintain the mutual trust essential to successful mediation, clients agree not to dispose of or alter any of their assets without the knowledge and consent of the other.

7. Clients understand that mediation is a cooperative process. Therefore, they agree to suspend all litigation during the period they are seeking to reach agreements through mediation. If either party decides to go forward with litigation that party agrees to give notify the other and mediator so that the mediation process can be properly terminated.

8. The mediation process is entirely voluntary on the part of both clients and either client may choose to terminate at any time. During the mediation, however clients agree to abide by such mediation rules and guidelines as may be established by mediator. In the event that either of the parties fails to abide by the terms of this agreement, mediator determines that either client is not negotiating in good faith, or mediator feels for any reason that the mediation process is no longer appropriate, mediator has the right to terminate the mediation.

9. Communications between clients and between clients and mediator are confidential, subject to the limitations specified below. Clients agree that California Evidence Code 1152.5 shall apply to the mediation, the relevant text of which is attached and incorporated herein.

10. Certain limitations to confidentiality will apply according to California State Law, Penal Code Section 11108, which places on mediator a duty to report information concerning child abuse which includes sexual abuse, physical abuse and neglect. Clients and mediator acknowledge that once such allegations are reported, mediation can still continue if all parties agree.

11. Because clients are making full disclosures with regard to matters which may be of a confidential nature, they agree that mediator will not be called by either of them as a witness to testify in court or any other proceeding should the mediation prove unsuccessful or should subsequent events cause the mediated agreement to require modification through court intervention.

12. If at the conclusion of the mediation the mediator prepares a Memorandum of Understanding, clients will review that agreement and sign it indicating their understanding that it accurately reflects the agreement reached by the clients. The Memorandum of Understanding is not intended to be a legally binding document between the clients. If clients desire a legally binding agreement, each agrees to submit the Memorandum of Understanding to an attorney of their choice for review. One or the other's attorney will prepare a final, written, legally sufficient and binding Marital Settlement Agreement incorporating the Memorandum of Understanding and such additional matters as the lawyers determine are required in order to make the agreement legally complete.

Dated: _____

Mediator